

1 STANDARDS OF CONDUCT

2 The contractor shall develop written Standards of Conduct, on employee  
3 conduct, ethics and responsibility. The contractor's Standards of  
4 Conduct shall include those standards defined in Section J. These  
5 standards shall be a part of the Personnel Policy Manual. The  
6 contractor shall document and ensure that all employees review the  
7 Standards of Conduct annually. In addition to employees, subcontractors  
8 and volunteers are also required to adhere to the Standards of Conduct  
9 at all times. Employees, subcontractors, and volunteers shall receive  
10 Standards of Conduct Training as part of their individual institutional  
11 familiarization and annual training. Notices explaining employees  
12 rights to report misconduct and contact information for all  
13 investigative authorities of competent jurisdiction shall be prominently  
14 displayed.

15 The contractor shall refer allegations of employee, subcontractor or  
16 volunteer misconduct in accordance with procedures defined by the BOP.

17 The contractor shall cooperate fully with the cognizant authority in any  
18 investigation of alleged misconduct.

19 The BOP reserves its right, consistent with its obligations under  
20 applicable law, to conduct investigations of any alleged misconduct that  
21 has the potential to adversely impact the programs or operations of the  
22 DOJ and BOP including the care, custody, health and safety of inmates  
23 and BOP staff or, where applicable, the correctional institution and to  
24 withdraw final employment approval authority for any employee as  
25 warranted by Standards of Conduct violations.

26 **E. Training and Staff Development**

27 To assist the contractor in performing some specialized requirements,  
28 the Government will provide specialized training. The training will be  
29 provided to the contractor at no cost on a one-time basis only.  
30 Contract employees travel/lodging expenses will not be paid by the BOP.  
31 To receive the training, the contractor must submit a written request to  
32 the COR outlining the training participants and time frame for training.

33 1. Records Office Training (Records Office Staff)

- 34 a. Movement Coordination Training - 8 hours  
35 b. Principles of Sentence Computation (includes  
36 Maintenance, Retirement and Disposal of Inmate Files) - 32  
37 hours  
38 c. Advanced Sentence Computations - 32 hours

39 2. Correctional Programs (Affected Staff)

- 40 a. Case Management/Central Inmate Monitoring (included

- 1 Victim Notification System) - 24 hours
- 2 b. Inmate Discipline Training - 24 hours
- 3 c. Disciplinary Hearing Officer Training - 24 hours
- 4 (mandatory, as described in Section J of the contract)
- 5 d. Joint Automated Booking System (JABS) - 16 hours
- 6 e. NCIC/NLETS Certification - 24 hours
- 7 3. Other
- 8 a. Human Resource Management (includes background
- 9 investigation issues) - 24 hours
- 10 b. Centra and Basic Sentry - 2 hours
- 11 c. Self-Study Courses
- 12 1. Jail Credit/Inoperative Time
- 13 2. Judgment and Commitment File
- 14 3. Detainer/Writs/Interstate Agreement
- 15 4. SENTRY General Use Technical Reference Manual
- 16 5. Sentence Reform Act Computation
- 17 6. Receiving and Discharge Training
- 18 7. Inmate Funds Management Training
- 19 8. Mail Management Training
- 20 9. Population Accountability Training
- 21 10. New Mail Room Officer's Self Study Course and
- 22 Survival Skills Training
- 23 11. New Receiving and Discharge Officer's Self Study
- 24 Course and Survival Skills Training
- 25 12. Central Inmate Monitoring Certification
- 26 Correspondence Course

27 The contractor may request, at its expense and subject to the approval  
28 of the COR, additional Government training to supplement the initial  
29 training outlined above or other training as it applies to BOP-mandated  
30 contract performance.

31 The contractor shall develop and implement a comprehensive staff  
32 training program addressing the institution's sexual abuse/assault  
33 prevention and intervention program. Written policy, procedure and  
34 practice shall provide that all staff, to include volunteers, receive  
35 such training prior to EOD and on an annual basis as part of the  
36 institution's in-service training plan.

37 Pre-service and in-service training shall be augmented with  
38 specialized training and continuing education for appropriate staff  
39 (e.g., case managers, counselors, psychology services staff,  
40 chaplaincy staff, correctional officers, investigatory officials,  
41 health/mental health care providers, etc.).



1 The contractor shall provide disturbance control training to  
2 appropriate staff. The use and carrying of weapons for training  
3 shall meet all federal, state and local laws and regulations.

4

5 **F. Case Records (Inmate Files)**

6 All inmate files (e.g., central files, medical files, judgment and  
7 commitment files, etc.) are to be prepared, maintained and disposed of  
8 in accordance with the BOP format and procedures.

9 Policy and procedures shall be developed to ensure the confidentiality  
10 and security of all inmate central files (e.g., judgment and  
11 commitment files, central files, U.S. Parole Commission mini-files) in  
12 accordance with P.S. 5800., Inmate Systems Management Manual, P.S.  
13 5800., Inmate Central File, Privacy Folder and Parole Mini-Files and  
14 in accordance with all applicable federal provisions (e.g., 5 U.S.C.  
15 552 and 552a).

16 The contractor shall interact with other agencies to satisfy  
17 outstanding inmate obligations including, but not limited to: 1)  
18 processing of federal and state writs; 2) administration of the  
19 Interstate Agreement on Detainers; 3) Detainer inquiries; 4) lodging  
20 and removal of Detainers; 5) notification requests from other  
21 agencies; and 6) coordination of transfer/inmate movement in and out  
22 of the facility in accordance with P.S. 5800., Inmate Systems  
23 Management Manual, Chapter 8; P.S. 5875., Transfer of  
24 Inmates to State Agents for Production on State Writs; and, P.S.  
25 5800., Receiving and Discharge Manual.

26 No BOP inmate shall be admitted to the institution unless designated  
27 by the BOP. No BOP inmate shall be permanently released from custody  
28 without BOP written approval.

29 Sentence computations shall be completed in accordance with P.S.  
30 5800., Inmate Systems Management Manual; P.S. 5880., Sentence  
31 Computation Manual; 28 CFR 523; and Federal Criminal Code and Rules  
32 prior to being submitted to the BOP for review.

33 The contractor shall use SENTRY for the following procedures:  
34 admissions and releases; inmate counts; medical data; inmate  
35 classification and programming; education data; discipline data; the  
36 victim/witness program; sentence computations including good time and  
37 United States Parole Commission actions. The contractor has the  
38 option to use SENTRY for any other procedures as approved by the COR.  
39

40 The contractor shall: 1) maintain inmate judgment and commitment (J &  
41 C)files; 2) maintain file accountability and security; 3) respond to  
42 inmate inquiries; 4) respond to outside requests for information; 5)

1 compute sentences and determine release dates; 6) enter sentence  
2 computations in SENTRY; 7) update sentence computations according to  
3 amended Court Orders; 8) post good conduct time for sentence  
4 computations; 9) verify release methods and dates prior to an inmate's  
5 release; 10) scan all J&C file documents and electronically submit to  
6 BOP; and, 11) make any changes as directed by the BOP.

7 The contractor shall sign the Release Authorization after  
8 certification and final audit has been performed by BOP staff. In  
9 instances of immediate release, the BOP will certify the contractor's  
10 sentence computation.

11 The contractor shall comply with the Privacy Act of 1974, (5 U.S.C.  
12 552a) and 28 CFR Parts 16 and 513.

### 13 PRE-SENTENCE INVESTIGATION REPORTS

14 Inmates' pre-sentence investigation reports (PSR), and statements of  
15 reasons (SOR) from criminal judgments are provided, where authorized  
16 by the court, to the contractor to facilitate sentence administration  
17 functions only, e.g., classification, designation, programming,  
18 sentence calculation, pre-release planning, escape apprehension,  
19 prison disturbance response, sentence commutation, pardon, and  
20 deportation proceedings of the inmate. Contractors are prohibited  
21 from disclosing copies of, or information from, these documents to  
22 persons unrelated to the inmate's sentence administration. Requests  
23 for access to these documents from any persons unrelated to the  
24 offender's sentence administration should be referred to the BOP in  
25 accordance with 28 CFR §513.

26 Contractors must provide inmates local access to review their own PSRs  
27 and SORs, but is prohibited from allowing inmates to obtain and/or  
28 possess photocopies. Local access means contractor staff must provide  
29 inmates reasonable opportunities to locally review their PSRs and SORs  
30 as staff time and official duties permit. During local reviews,  
31 inmates are allowed to make handwritten notes, including hand-copying  
32 the document word-for-word. Only the photocopy replication of these  
33 documents is prohibited.

34 PSRs and SORs are part of the Inmate's Central File and the contractor  
35 shall manage these documents in accordance with the Bureau's Inmate  
36 Central File, Privacy Folder, and Parole Mini-Files policy statement.  
37 For example, when inmates are transferred from the contractor facility  
38 to another facility, the entire inmate central file shall be  
39 transferred to the new facility. Similarly, when an inmate is  
40 released from the sentence, the entire inmate central file shall be  
41 archived as a Bureau of Prisons record.



1 **G. Information Systems and Research**

2 The BOP Information System environment includes mainframe,  
3 Local Area Network (LAN) and Wide Area Network (WAN) components.

4 The BOP mainframe software environment exists in an internally  
5 developed application named SENTRY which is used to support facility  
6 operations. The contractor shall provide and maintain  
7 hardware and software to access SENTRY, in the manner referenced  
8 in Section J, to operate the facility. The contractor shall appoint a  
9 SENTRY security manager, who shall be the contractor's point of  
10 contact for SENTRY use at the institution. It is suggested that the  
11 SENTRY security manager be a collateral duty appointment. All  
12 contractor and sub-contractor staff being granted access to SENTRY  
13 shall sign a SENTRY Rules of Behavior form, provided by the BOP. The  
14 SENTRY Security Manager shall keep these on file.

15 The technical hardware environment in which computer services are  
16 to be performed consists of IBM-compatible Personal Computers  
17 (PCs) operating on a LAN. In addition to providing for the inter-  
18 connection of PC workstations, the LAN also provides connections to a  
19 BOP centralized gateway which connects to an IBM-compatible mainframe  
20 computer located in a DOJ data center.

21 All network operating system hardware furnished by the  
22 contractor shall be compatible with BOP equipment throughout  
23 the life of the contract at the contractor's expense.

24 The contractor is required to provide the hardware and software  
25 contained in Section J, in order to participate in the BOP's  
26 information system environment.

27 All network operating system software, applications software and  
28 configurations not furnished by the Government shall be the same  
29 release, version and configuration currently specified by the  
30 contract. The contractor shall adhere to P.S. 1237., Personal  
31 Computers, Network Standards Manual, and its associated Technical  
32 Reference Manual (TRM).

33 The contractor shall ensure the inmate "automated system of records"  
34 is compatible with standard BOP facility and operational requirements.

1 The contractor shall be permitted access to the following programs:  
2 Victim Notification System (VNS), and Centra, Web 106, Joint Automated  
3 Booking System (JABS), and the Magic Help Desk (one license per  
4 facility). Access shall be coordinated through the COTR and the COR.

5 The contractor shall use SENTRY for the following procedures:  
6 admissions and releases; inmate counts; medical data; inmate  
7 classification and programming; education data; discipline data  
8 and the victim/witness program. The contractor has the option to  
9 use SENTRY for any other procedures as approved by the COR.

10 The contractor shall adhere to P.S. 1237., Information Security  
11 Programs, which governs such areas as: security for, and access  
12 to, sensitive information and systems; minimum personnel security pre-  
13 requisites for computer system users and administrators; and  
14 security and access to computer rooms, etc.

15 The contractor shall ensure fundamental information technology  
16 resources (computer hardware, network and operating system software  
17 and telecommunications facilities) used in performance of this  
18 contract function properly and are maintained in good operating  
19 condition. A minimum Operational Availability Rate (OAR) of 97% is  
20 required for all such resource components. The contractor shall  
21 ensure that such resources are compatible with existing BOP equipment,  
22 systems and data exchange functions.

23 GroupWise shall be configured as an external domain to the BOP primary  
24 domain and shall have no physical or logical connections to any  
25 internal or external mail system other than the BOP. Unless  
26 specifically approved by the BOP Chief Information Officer, and the  
27 COR, the contractor's network shall have no physical or logical  
28 connectivity to any external systems except to the BOP WAN.

29

#### 30 RESEARCH

31 Advance approval from the BOP's COR, shall be obtained for all  
32 proposed research projects. These include projects conducted by the  
33 contractor, subcontractors or any other party. The COR shall be  
34 advised of the progress of all research projects, have total access to  
35 all documents and be provided a copy of the final report prior to any  
36 publication.

37 The contractor is required to participate in any research task  
38 pursued by the Government and shall gather and provide any  
39 information requested. Contractor participation is anticipated



1 to be primarily in the area of gathering and submitting  
2 statistical information.

3 At the discretion of the Government, an independent evaluator,  
4 compensated by the Government may interview and/or administer  
5 surveys to staff and inmates.

#### 6 **H. Physical Plant**

7 The facility shall be operated and maintained to ensure that inmates  
8 are housed in a safe, secure and humane manner. All equipment,  
9 supplies and services shall be contractor furnished except as  
10 otherwise noted in this contract.

11 The facility shall be designed, constructed, operated and maintained  
12 in accordance with all applicable federal, state and local laws,  
13 regulations, codes, guidelines and policies. In the event of a  
14 conflict between federal, state, or local laws, codes, regulations or  
15 requirements, the most stringent shall apply. In the event there is  
16 more than one reference to a safety, health or environmental  
17 requirement in an applicable law, standard, code, regulation or  
18 Government policy, the most stringent requirement shall apply.

19 The contractor shall provide and maintain an electronic security alarm  
20 system which will identify any unauthorized access to the  
21 institution's secure perimeter.

22 The facility shall comply with 40 U.S.C. 619, which requires  
23 compliance with nationally recognized codes, and comply with the  
24 latest edition in effect on the date of proposal submission of one of  
25 the following codes:

- 26 (1) The Uniform Building Code (UBC), with the State of facility  
27 location's Amendments;
- 28 (2) The Building Officials and Code Administrators (BOCA)  
29 National Building Code (NBC); or,
- 30 (3) The Standard Building Code (SBC).

31 In the event the jurisdiction in which the facility is located does  
32 not mandate use of UBC, BOCA-NBC, or SBC, the facility shall comply  
33 with the BOCA-NBC.

34 Fire protection and life safety issues shall be governed by the latest  
35 edition of the National Fire Protection Association (NFPA) 101, Code  
36 for Safety to Life from Fire in Buildings and Structures and

1 applicable National Fire Codes (NFC). Should conflicts occur between  
2 NBC and NFC, NFC shall apply.

3 E.O. 12699 - The facility shall comply with the Seismic Safety of  
4 Federal and Federally Assisted or Regulated New Building Construction.  
5 The seismic safety requirements as set forth in either the 1991  
6 International Conference of Building Officials, the UBC, the 1992  
7 BOCA, NBC (or the 1992 Amendments to the Southern Building Code  
8 Congress) or SBC are the minimum standards. Should the code  
9 applicable for the state in which the facility is located be more  
10 stringent than the other codes set forth herein, the state code shall  
11 prevail.

12 The facility shall comply with the requirements of the Architectural  
13 Barriers Act of 1968, as amended, and the Rehabilitation Act of 1973,  
14 as amended. The standards for facility accessibility by physically  
15 handicapped persons as set forth in Attachment 7 of "Uniform Federal  
16 Accessibility Standards/Fed Std. - 795, 4/01/88 Edition" (UFAS) shall  
17 apply. All areas of the buildings and site shall meet these  
18 requirements.

19  
20 Activities implemented, in whole or in part, with federal funds, must  
21 comply with applicable legislation and regulations established to  
22 protect the human or physical environment and to ensure public  
23 opportunities for review. The contractor shall remain in compliance  
24 with federal statutes during performance of the contract to include,  
25 but not be limited to the Clean Air Act, Clean Water Act, Endangered  
26 Species Act, Resource Conservation and Recovery Act, and other  
27 applicable laws, regulations and requirements. The contractor shall  
28 also comply with all applicable limitations and mitigation identified  
29 in any Environmental Assessment or Environmental Impact Statement  
30 prepared in conjunction with the contract pursuant to the National  
31 Environmental Policy Act, 42 U.S.C. 4321.

32 The contractor shall be responsible for and shall indemnify and hold  
33 the Government harmless for any and all spills, releases, emissions,  
34 disposal and discharges of any toxic or hazardous substance, any  
35 pollutant, or any waste, whether sudden or gradual, caused by or  
36 arising under the performance of the contract or any substance,  
37 material, equipment, or facility utilized therefore. For the purposes  
38 of any environmental statute or regulation, the contractor shall be  
39 considered the "owner and operator" for any facility utilized in the  
40 performance of the contract, and shall indemnify and hold the  
41 Government harmless for the failure to adhere to any applicable law or  
42 regulation established to protect the human or physical environment.  
43 The contractor shall be responsible in the same manner as above  
44 regardless of whether activities leading to or causing a spill,



1 release, emission or discharge are performed by the contractor, its  
2 agent or designee, an inmate, visitors, or any third party.

3 Should any spills or releases of any substance into the environment  
4 occur, the contractor shall immediately report the incident to the  
5 COR. The liability for the spill or release of such substances rests  
6 solely with the contractor and its agents.

7 A safety program shall be maintained in compliance with all applicable  
8 federal, state and local laws, statutes, regulations and codes. The  
9 contractor shall comply with the requirements of the Occupational  
10 Safety and Health Act of 1970, 29 U.S.C. 651, et seq., and all codes  
11 and regulations associated with 29 CFR 1910 and 1926.

12 Fire Alarm Systems and Equipment - All fire detection, communication,  
13 alarm, annunciation, suppression and related equipment shall be  
14 operated, inspected, maintained and tested in accordance with the most  
15 current edition of the NFPA 72.

16 Promptly after the occurrence of any physical damage to the  
17 institution (including disturbances), the contractor shall report such  
18 damage to the COR. It shall be the responsibility of the contractor  
19 to repair such damage, to rebuild or restore the institution  
20 consistent with the master design and construction specifications for  
21 the facility at no cost to the Federal Government. Any deviation from  
22 the original design and construction specifications shall require the  
23 prior written concurrence of the CO.

24 The BOP anticipates a nominal number of BOP staff will be on-site to  
25 monitor contract performance and manage other BOP interests associated  
26 with operation of the facility. With BOP concurrence, the contractor  
27 shall designate approximately 2,500 square footage of secure  
28 administrative office space for BOP staff operations as indicated in  
29 Section J. BOP office space shall be climate controlled and located  
30 consistent with the administrative office space for the contractor's  
31 staff. The contractor shall be responsible for all maintenance,  
32 security and costs associated with space designated for Government  
33 staff.

34 The contractor shall provide no less than 10 parking spaces for  
35 Government use.

#### 36 **I. Security and Control**

37 USE OF FORCE

1 Any use of force by the contractor shall at all times be consistent  
2 with all applicable policies of the federal government.

3 All use of lethal force by the contractor or any other authority shall  
4 be in compliance with P.S. 5500., Correctional Services Procedures  
5 Manual, Chapter 7, Section 702, Firearms and Badges. All use of  
6 less-lethal force by the contractor or any other authority shall be in  
7 compliance with P.S. 5566., Use of Force and Application of  
8 Restraints.

9 All use of force incidents shall be reported in accordance with P.S.  
10 5500., Correctional Services Procedures Manual, Chapter 6, Sections  
11 602, 604 and 605, After-Action Review and Reporting.  
12 ARREST AUTHORITY

13 The contractor shall obtain appropriate arrest authority from state or  
14 local law enforcement agencies in order to maintain the security of  
15 the correctional institution.

16 The contractor shall ensure the arrest authority meets the following  
17 standards so that an officer or employee of the contractor may:

- 18 (1) make arrests on or off facility property without warrant for  
19 the following violations regardless of where the violation  
20 may occur: assaulting staff, escape, attempted escape and  
21 assisting escape;
- 22 (2) make arrests on facility property without warrant for the  
23 following violations: theft, depredation of property,  
24 contraband, mutiny and/or riot, and trespass; and
- 25 (3) arrest without warrant for any other offense committed on  
26 facility property if necessary to safeguard security, good  
27 order or Government property;

28 if such officer or employee of the contractor has reasonable grounds  
29 to believe the arrested person is guilty of such offense and if there  
30 is likelihood of such person's escaping before an arrest warrant can  
31 be obtained. If the arrested person is a fugitive from custody, such  
32 inmate shall be returned to custody.

33 In regard to arresting, searching, or detaining non-inmates, the  
34 standards and procedures utilized shall be in compliance with PS  
35 5510., Searching and Detaining or Arresting Persons Other than  
36 Inmates.

37  
38 INMATE ACCOUNTABILITY



1 SENTRY shall be used for reporting all official counts. Documentation  
2 shall be maintained to support all counts.

### 3 KEY CONTROL

4 In the event a prison/mogul lock is compromised, the contractor shall  
5 notify the key manufacturer to prevent locks and keys from being  
6 reproduced or sold to other institutions.

### 7 TOOL CONTROL

8 All controlled tools, equipment, and hazardous materials shall be  
9 classified by security risk.

### 10 INMATE TRANSPORTATION

11 The contractor is responsible for the movement/transportation of all  
12 inmates within a 400 mile radius of the contract facility. The  
13 contractor shall utilize restraint equipment identical to the BOP's  
14 (Peerless standard 10 oz. hand restraints and 15 oz. leg restraints)  
15 when one-for-one equipment exchange is required (e.g., airlifts).

### 16 INTELLIGENCE OPERATIONS

17 Policy and procedures for collecting, analyzing, disseminating and  
18 safeguarding intelligence information regarding issues affecting  
19 safety, security and the orderly operation of the facility shall be  
20 developed.

21 The contractor shall have a position at the institution dedicated to  
22 intelligence operations. The position shall be known as an  
23 Intelligence Officer (IO).

24 The contractor shall develop a urine and alcohol surveillance program  
25 at the facility which complies with P.S. 6060. Urine Surveillance and  
26 Narcotic Identification and CFR 28.550.10. Only laboratories  
27 certified by the Substance Abuse and Mental Health Services  
28 Administration, Department of Health and Human Services, shall be used  
29 for urine surveillance.

30 If authorized to do so under applicable law, the IO shall be  
31 responsible for administration of the inmate telephone monitoring  
32 program. These responsibilities include, but are not limited to:  
33 gathering intelligence from monitored inmate telephone calls and  
34 producing concise intelligence summaries of the calls; subject matter

1 expertise on inmate telephone monitoring procedures; and, use of  
2 telephone monitoring equipment.

3 All requests by law enforcement authorities other than BOP staff  
4 regarding inmate telephone monitoring shall be immediately referred to  
5 the COR.

6 The IO office shall have SENTRY access. The IO will be required to  
7 utilize various BOP information data bases in the performance of  
8 required duties. All IO computer hardware/software and related  
9 telephone recording equipment/monitoring media shall be designated  
10 as "Limited Official Use Only." Areas containing such equipment shall  
11 be designated as "Restricted" and "Limited Access" areas. Inmates are  
12 prohibited from entering or working in the IO office, the inmate  
13 telephone monitoring and telephone media library rooms.

14

15 The IO shall submit information and reports as requested by the BOP.  
16 The IO shall provide the BOP with quarterly intelligence updates  
17 relating to intelligence gathered by using the Automated Intelligence  
18 Management System ("AIMS"). The IO shall participate in meetings and  
19 training as requested by the BOP.

## 20 INTERVENTION EQUIPMENT

21 The contractor shall submit to the COR a proposed inventory of  
22 intervention equipment for approval (e.g., weapons, munitions,  
23 chemical agents, electronics/stun technology, etc.) intended for use  
24 during performance of this contract. The contractor shall submit any  
25 changes to the intervention equipment inventory to the COR prior to  
26 use.

## 27 REPORTING

28 The contractor shall report all criminal activity related to the  
29 performance of this contract to the BOP and the appropriate law  
30 enforcement investigative agency (e.g., state/local authorities,  
31 Federal Bureau of Investigation, United States Marshals Service).  
32 The contractor shall immediately report any serious incident to the  
33 COR and submit a report of the incident using BP-A583, Report of  
34 Incident. Serious incidents include, but are not limited to:  
35 activation of disturbance control team(s); disturbances (including  
36 gang activities, group demonstrations, food boycotts, work strikes,  
37 work-place violence, civil disturbances/protests); staff use of force  
38 including use of lethal and less-lethal force; inmates in restraints  
39 more than eight hours; assaults on staff/inmates resulting in injuries  
40 requiring medical attention (does not include routine medical  
41 evaluation after the incident); fights resulting in injuries requiring  
42 medical attention; fires; full or partial lockdown of the facility;



1 escape; weapons discharge; suicide attempts; deaths; hunger strikes;  
2 adverse incidents that attract unusual interest or significant  
3 publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms,  
4 heat waves, tornadoes); fence damage; power outages; bomb threats;  
5 central inmate monitoring cases admitted to a community hospital;  
6 witness security cases taken outside the facility; significant  
7 environmental problems that impact the facility operations;  
8 transportation accidents (airlift, bus, etc.) resulting in injuries,  
9 death or property damage; and inmate sexual assaults.

10 Attempts to apprehend escapee(s) shall be in accordance with the  
11 contractor's established emergency plans and procedures set forth in  
12 P.S. 5553., Escapes/Deaths Notification and Form BP-A583, Report of  
13 Incident.

#### 14 INVESTIGATIONS

15 The Government may investigate any incident pertaining to performance  
16 of this contract. The contractor shall cooperate with the Government  
17 on all such investigations.

#### 18 SEXUAL ASSAULT

19 The contractor shall comply with the policies and procedures for  
20 establishment of a sexual abuse/assault program as contained in P.S.  
21 5324., Sexual Abuse/Assault Prevention and Intervention Programs.

#### 22 J. Discipline

23 The contractor shall comply with the policy and procedures for inmate  
24 discipline as contained in 28 CFR 541 and P.S. 5270., Inmate  
25 Discipline and Special Housing Units. The contractor's Discipline  
26 Hearing Officer (DHO) and alternate must be trained and certified by  
27 the BOP prior to issuance of the NTP. All data regarding the  
28 discipline incident report process for inmates shall be entered into  
29 SENTRY.

#### 30 K. Inmate Rights

31 In addition to the contractor's grievance policy, the contractor  
32 shall develop procedures for inmates to file administrative remedy  
33 appeals in accordance with 28 CFR Part 542, for issues outside the  
34 contractors scope of responsibility, as determined by the BOP. The  
35 contractor shall accept and respond to the appeal to the extent  
36 possible with further appeal to the BOP. Appeals to the BOP must be  
37 submitted in the English language.

1 The contractor shall stock and provide inmates with BOP administrative  
2 remedy forms. The contractor shall utilize SENTRY to facilitate the  
3 administrative remedy process. When relief is granted upon appeal,  
4 the contractor shall take corrective action as indicated in the  
5 response.

6 The contractor shall comply with the Religious Freedom Restoration Act  
7 of 1993, 42 U.S.C. 2000bb et seq., and ensure the religious services  
8 programs are consistent with this Act.

9 **L. Reception and Orientation**

10 The contractor shall comply with P.S. 5800, Receiving and Discharge  
11 Manual when entering inmate admission and release data.

12 The search of inmates admitted to the facility or released to any  
13 authority shall include a strip search performed by contractor staff.  
14 The search shall be conducted by persons of the same gender, except in  
15 urgent circumstances.

16 Inmates shall be fingerprinted using Government supplied forms and  
17 submitted to the FBI in accordance with P.S. 5040, FBI Forms,  
18 Submission to the FBI, and P.S. 5800, Receiving and Discharge Manual.

19 The intake process shall include, at a minimum, medical, social, and  
20 psychological screening within 24 hours of inmate arrival at the  
21 facility and prior to inmate release to the general population. For  
22 all newly committed inmates, a psychological assessment shall be  
23 completed within 14 days of arrival at the facility. For inmates  
24 transferring from a BOP institution, a psychological update of the  
25 inmate is sufficient in lieu of the psychological assessment.

26 The contractor shall ensure all requirements related to P.S.  
27 5180, Central Inmate Monitoring System, are maintained.

28 In cases where inmates are being transferred to or from foreign  
29 countries, 28 CFR 527 and 18 U.S.C. 4100, et seq. shall be followed.

30 The contractor is advised that P.S. 5580, Personal Property, Inmate  
31 provides procedures related to inmate property. Property of inmates  
32 transferred to other facilities shall meet the requirements of the  
33 above program statement. In the event property outside the scope of  
34 P.S. 5580 accompanies an inmate departing the contract facility, the  
35 property shall be returned to the facility for disposition at the  
36 contractor's expense. All inmate personal property shall be  
37 inventoried and a BP-A383, Inmate Personal Property Record completed  
38 upon inmate admission and discharge.

39 DNA Analysis - The contractor shall develop and implement procedures



1 to comply with Public Law 106-546, DNA Analysis Backlog Elimination  
2 Act of 2000 and Public Law 107-56. USA Patriot Act. These laws  
3 require DNA samples to be obtained from inmates convicted of  
4 qualifying federal offenses, as determined by the Attorney General. A  
5 list of qualifying offenses, subject to change by determination of the  
6 Attorney General, is included as an attachment in Section J.  
7 Subsequent changes to the list of qualifying offenses shall be  
8 disseminated to the contractor by the COTR. The law applies to  
9 inmates with current or past qualifying offenses. The contractor  
10 shall develop procedures to identify inmates currently in custody who  
11 meet the statutory requirement for DNA testing. Inmates coming into  
12 custody will have DNA requirements identified by the BOP.

13 The Federal Bureau of Investigation (FBI) will supply standardized DNA  
14 collection kits to the contractor. The FBI analyzes the collected  
15 samples and maintains the Combined DNA Index System (CODIS).

16 The contractor shall adhere to the Sentry instructions for DNA  
17 collection as provided by the BOP. Inmates found to have qualifying  
18 offenses will be identified thru Sentry. DNA sampling must occur  
19 prior to an inmate release. If an inmate has already provided a DNA  
20 sample, as identified in Sentry, another sample is not required.

21 The contractor shall provide notification, using a BOP approved format  
22 of the Notice of Release and Arrival (BP-A714), to the appropriate  
23 authorities (US Probation or Court Services or Offender Supervision  
24 Agency) of each inmate releasing to a term of community supervision  
25 and subject to this law, indicating if a DNA sample has been  
26 collected.

## 27 **M. Classification**

28 Inmates shall be housed using the functional unit concept. The  
29 contractor shall ensure that appropriate supervision, informal  
30 interaction and early problem identification and resolution are  
31 provided.

32 Unit team members shall be accessible from the housing unit and  
33 available to the population. Individual and group counseling shall be  
34 available.

35 Programming shall be reviewed with individual inmates on a regular  
36 basis.

37 The contractor shall enter and keep current all required BOP SENTRY  
38 transactions and written documentation related to the classification  
39 and program review of inmates, progress reports and central inmate  
40 monitoring system. A system of records and review to ensure  
41 compliance with P.S. 5100, Security Designation and Custody  
42 Classification Manual, and 28 CFR Part 524 shall be maintained.

1 The contractor shall follow all applicable provisions related to the  
2 Violent Crime Control and Law Enforcement Act of 1994 (P.L. 103-322),  
3 ensuring all notification requirements for inmates are accomplished  
4 for appropriate inmates.

5 The facility shall develop and maintain a financial responsibility  
6 system to assist the inmate in developing a financial plan to meet  
7 legitimate financial obligations in accordance with 28 CFR 545.10.

8 The contractor shall develop policy and procedures for the facility  
9 concerning victim and/or witness notification for appropriate inmates  
10 which meet the requirements outlined in 28 CFR 551 Subpart M,  
11 §551.150-551.153, and the Victim and Witness Protection Act of 1982  
12 (P.L. 97-291), the Crime Control Act of 1990 (P.L. 101-647), the  
13 Violent Crime Control and Law Enforcement Act of 1994 (P.L. 103-332)  
14 and the (Victim Control and Law Enforcement Act of 1994).

15 **N. Health Care**

16 The contractor shall provide all essential health services while  
17 meeting the applicable standards and levels of quality established by  
18 the ACA and the designated BOP National Health Care Accreditation  
19 Provider, the Joint Commission on Accreditation of Healthcare  
20 Organizations (JCAHO). In addition, the contractor shall adhere to  
21 all applicable federal, state and local laws and regulations governing  
22 delivery of health services.

23 The contractor's facility shall obtain full accreditation by the BOP's  
24 accepted medical accreditation organization within 24 months of NTP  
25 and shall maintain continual compliance with the accreditation  
26 standards during performance of the contract. The BOP's current  
27 medical accreditation is by JCAHO.

28 The contractor shall provide medical services commensurate to the  
29 level of care available in the community. The contractor is to refer  
30 to the following list of the most current version of BOP Program  
31 Statements, Operations Memoranda(OM) and Technical Reference Manuals  
32 (TRM) as guides to the BOP's standard of health care delivery:

33 P.S. 5310 Psychology Services Manual  
34 P.S. 6010 Health Services Administration  
35 P.S. 6013 Health Services Quality Improvement  
36 P.S. 6027 Health Care Provider Credential Verification Privileges  
37 and Practice Agreements  
38 P.S. 6031 Patient Care  
39 P.S. 6090 Health Information Management  
40 P.S. 6270 Medical Designations and Referral Services for  
41 Federal Prisoners  
42 P.S. 6340 Psychiatric Services



1 P.S. 6010 Psychiatric Treatment and Medication,  
2 Administration Safeguards  
3 P.S. 6360 Pharmacy Services  
4 P.S. 6370 Laboratory Services  
5 P.S. 6400 Dental Services  
6 P.S. 6080 Autopsies  
7 P.S. 6190 Infectious Disease Management  
8 PRG 6000 Program Review Guidelines - Health Services  
9 Institutions  
10 TRM 6001 Sentry Sensitive Medical Data  
11 TRM 6501 Pharmacy

## 12 ADMINISTRATION

13 Prior to issuance of NTP, the contractor shall designate a Health  
14 Services Point of Contact (POC) for the facility who shall be  
15 responsible for the delivery of health services under the contract.  
16 The POC shall have full authority to act on behalf of the contractor  
17 on all matters relating to the operation of the health services  
18 portion of the contract.

19 Whenever possible, health care services shall be provided within the  
20 facility Health Services Unit (HSU). The contractor shall establish  
21 arrangements with local health care providers for emergency and  
22 medical services necessary for outpatient and inpatient health care  
23 not provided within the facility.

24 The contractor shall provide a minimum of one negative pressure room  
25 within the institution, with the ventilation rate a minimum of twelve  
26 (12) air exchanges per hour. The room shall also have an exhaust  
27 system to direct flow of air from the room to the outdoors or through  
28 High-Efficiency Particulate Air filters (HEPA). The contractor shall  
29 have a negative pressure sensor device that will continuously monitor  
30 the pressure within the room.

## 31 SERVICES

32 The contractor shall have written plans and procedures for providing  
33 urgent medical care, routine health care, mental health and dental  
34 services for the facility. The plans shall include, but are not  
35 limited to the following: 24 hour coverage, seven days a week,  
36 emergency medical treatment, health, mental health and dental care;  
37 initial health screening; health appraisal examination; daily triage  
38 of complaints; sick call procedures; special medical programs and  
39 services for, but not limited to, inmates with chronic health care  
40 needs or requiring convalescent care; mental health and substance  
41 abuse services; staffing/health care specialists; ancillary services -  
42 radiology, laboratory, etc.; dental services - routine and emergency;  
43 pharmaceutical services and supplies; optometry services; health

1 education; medical diets; infectious diseases; and quality  
2 control/peer reviews.

3 The contractor shall adhere to Part 1 of the most current version of  
4 the Pharmacy Technical Reference Manual (TRM), the BOP National  
5 Formulary. The contractor shall obtain signed informed consents for  
6 medications used for psychiatric treatment, which is located in the  
7 Pharmacy TRM.

#### 8 INFECTIOUS DISEASE

9 The contractor shall comply with all OSHA regulations in the delivery  
10 of health care services. The contractor shall ensure that all inmates  
11 are tested in accordance with P.S. 6190, Infectious Disease  
12 Management.

13 The contractor shall comply with the most recent CDC/MMWR Statement,  
14 "Prevention and Control of Tuberculosis in Correctional Facilities:  
15 Recommendations of the Advisory Council for the Elimination of  
16 Tuberculosis," and "Guidelines for Preventing Transmission of  
17 Mycobacterium tuberculosis in Health-Care Facilities."

18 The contractor shall comply with the most recent Department of Health  
19 and Human Services (DHHS) and United States Public Health Service  
20 (USPHS) guidelines related to the treatment of HIV and AIDS. These  
21 guidelines are available at www.aidsinfo.nih.gov. Specific guidelines  
22 include:

- 23 • "Guidelines for the Use of Antiretroviral Agents in HIV-  
24 Infected Adults and Adolescents"
- 25 • "Guidelines for the Prevention of Opportunistic Infections  
26 in Persons Infected with HIV"
- 27 • "Guidelines for the Management of Occupational Exposures to  
28 HBV, HCV, and HIV and Recommendations for Postexposure  
29 Prophylaxis"
- 30 • "Management of Possible Sexual, Injecting-Drug-Use, or Other  
31 Nonoccupational Exposure to HIV, Including Considerations  
32 Related to Antiretroviral Therapy"
- 33 • Prevention and Treatment of Tuberculosis Among Patients  
34 Infected with Human Immunodeficiency Virus: Principles of  
35 Therapy and Revised Recommendations"

36 The contractor shall comply with the most recent BOP P.S. 6190,  
37 Infectious Disease Management, regarding the testing of inmates for  
38 HIV, Hepatitis B, and Hepatitis C.

39 The contractor shall comply with the most recent National Institutes  
40 of Health (NIH) "Consensus Development Conference Statement on the  
41 Management of Hepatitis C".



1 The contractor shall provide Preventive Health Care to include  
2 immunizations consistent with those recommended by the U.S. Preventive  
3 Health Task Force.

4 For the treatment of chronic diseases, the contractor shall use  
5 current evidence-based clinical treatment guidelines promulgated by  
6 nationally recognized sources, such as the National Asthma Education  
7 Program; the Joint National Committee on Prevention, Detection,  
8 Evaluation, and Treatment of High Blood Pressure; the National  
9 Cholesterol Education Program; the American Diabetes Association; and  
10 the American Psychiatric Association. The BOP Health Services  
11 Division has issued clinical treatment guidelines from the Office of  
12 the Medical Director, based upon these and other nationally recognized  
13 guidelines, and tailored to the correctional environment. These are  
14 available from the Health Services Division or at www.nicic.org.

15 The contractor shall establish a clinical care quality and performance  
16 improvement program along with quality measurement system for health  
17 care services.

18

#### 19 INMATE DEATH

20 In the event of inmate death, the contractor shall immediately notify  
21 the COR and submit a written report within 24 hours. The written  
22 report shall include, a minimum of, the name of the deceased, age,  
23 register number, date of death, preliminary cause of death, place of  
24 death, and narrative containing brief clinical synopsis of events  
25 leading to death (including staff response and hospitalization) and  
26 past medical history. The contractor shall fingerprint (right thumb  
27 or right index) the deceased. Staff performing the fingerprinting  
28 shall date and sign the fingerprint card to ensure that positive  
29 identification has been made and file the card in the inmate's file.  
30 The contractor is required to perform Mortality Reviews, using BOP  
31 form BP-A563, available at http://bop.gov and submit the report to the  
32 BOP Medical Director, with a copy to the COR, utilizing P.S. 6013,  
33 Health Services Quality Improvement for guidance.

34 If death is due to violence, an accident surrounded by unusual or  
35 questionable circumstances, or is sudden and the deceased has not been  
36 under immediate medical supervision, the contractor shall notify the  
37 coroner of the local jurisdiction to request review of the case, and  
38 if necessary, examination of the body (e.g., autopsy). The contractor  
39 shall obtain the autopsy report if one is performed, and submit it  
40 along with the Mortality Review Report. The contractor shall  
41 establish coroner notification procedures outlining such issues as  
42 performance of an autopsy, who will perform the autopsy, obtaining  
43 state-approved death certificates and local transportation of the  
44 body. The medical file for the inmate should be turned over to the  
45 BOP's Medical Director within 30 days after the inmate's death.

46

1 The contractor is responsible for preparation and transportation of  
2 the body to the designated family member, the nearest of kin or the  
3 Consular Officer of the inmate's country of legal residence.

4 Personal property of the deceased inmate shall be inventoried and  
5 forwarded to the designated family member, the nearest of kin or the  
6 Consular Officer of the inmate's country of legal residence.

#### 7 MEDICAL RECORDS

8 Consistency in content and format of medical records of inmates  
9 transferring between the facilities and other Government facilities is  
10 a critical component of care for inmates.

11 The contractor shall adhere to the P.S. 6090, Health Information  
12 Management, in preparing, formatting, documenting, maintaining,  
13 releasing and all medico-legal aspects of an inmate's medical record.  
14 The contractor is responsible for supplying medical record folders,  
15 consistent with the specification provided by the BOP, only for those  
16 inmates who are new designations into the facility or in cases where  
17 transferred medical records cannot be located. The Government shall  
18 provide the contractor a copy of all applicable Government forms  
19 necessary to document an inmate's medical record.

20 The contractor shall comply with P.S. 6031, Patient Care, current HSM  
21 policy on Sensitive Medical Data/Medical Duty Status for the reporting  
22 and accountability of medical data on all inmates assigned to the  
23 facility including utilizing the SMD/MDS TRM.

24 The contractor shall comply with P. S. 6270, Medical Designations and  
25 Referral Services for Federal Prisoners, regarding transfers and  
26 medical designations of inmates assigned to the facility. Medical  
27 designations to BOP Medical Centers or other Government facilities  
28 will be at the sole discretion of the BOP. In order to transport, the  
29 patient must be medically cleared and stable for their mode of travel.

30 The contractor shall furnish prescription eyeglasses to any inmate  
31 whose vision is 20/50 or worse in any eye.

32 TeleHealth - The BOP utilizes Telehealth whenever possible and  
33 encourages the contractor to utilize Telehealth also.

#### 34 O. **Work and Correctional Industries**

35 Inmate labor shall be used in accordance with the inmate work plan  
36 developed by the contractor. The inmate work plan may include work or  
37 program assignments for industrial, maintenance, custodial, service or  
38 other jobs. The inmate work program shall not conflict with any other  
39 requirement of the contract and must comply with all applicable laws



1 and regulations.

2 Inmates shall not be used to perform the responsibilities or duties of  
3 an employee of the contractor. Appropriate safety/ protective  
4 clothing and equipment shall be provided to the inmate population as  
5 appropriate. Inmates shall not be assigned work considered hazardous  
6 or dangerous. This includes, but is not limited to, areas or  
7 assignments requiring great heights, extreme temperatures, use of  
8 toxic substances and unusual physical demands.  
9

10 As applicable, inmates shall be paid identical rates of pay as those  
11 established by the BOP. Current established rates are in P.S. 5151,  
12 Work and Performance Pay Programs, Inmate, and 28 CFR 545.20.

13 **P. Academic and Vocational Education**

14 The contractor may provide voluntary educational programs (e.g.,  
15 English-as-a-Second-Language).

16 The contractor shall comply with the Protection of Children from  
17 Sexual Predators Act of 1998 (P.L. 105-314). Inmates shall be  
18 restricted from access to interactive computer services.

19 Newspapers and other reading materials in languages applicable to the  
20 inmate population shall be provided in sufficient quantity and in a  
21 timely manner.

22 The contractor shall develop and make available to all inmates an  
23 education program which addresses the subject of sexual assault/sexual  
24 abuse. The content of the educational program must include topics  
25 such as: recognizing behaviors that are inappropriate, harassing, or  
26 assaultive; how to seek protection; privacy rights;  
27 medical/psychological programs for victims of abuse; how to make  
28 confidential reporting of sensitive issues to institution staff, the  
29 BOP or the Department of Justice Office of Inspector General (OIG).  
30 The contractor shall augment the educational program by distributing  
31 informational posters and pamphlets to the inmate population.

32 **Q. Recreation and Activities**

33 The contractor shall comply with Section 611 of P.L. 104-208, Title I,  
34 Section 101(a) (the Zimmer Amendment), which addresses use of  
35 recreational equipment and materials by Federal inmates.  
36 The contractor shall develop adequate and meaningful recreation  
37 programs for inmates at the facility. The contractor shall ensure  
38 sufficient correctional staff are assigned to supervise all inmate  
39 recreation activities.

1 The contractor shall not permit any of the restricted items or  
2 practices identified in Sections 612 and 615 of The Commerce, Justice,  
3 State Appropriations Act of 2000 (P.L. 106-113), as amended or re-  
4 authorized, in the facility.

5

6 **R. Telephone**

7 The contractor shall provide a telephone system for inmates capable of  
8 accommodating both debit and collect telephone calls. The contractor  
9 shall establish procedures that permit inmates to make telephone  
10 calls, including in cases of emergency or indigence.

11 The contractor shall implement telephone limitations as directed by  
12 the CO.

13 Inmates in the Special Housing or Control Unit, are entitled to a  
14 minimum of one social call per month.

15 The system shall prevent inmates from calling any telephone number not  
16 included on the inmate's official telephone list. Once an inmate  
17 submits the initial list, it must be processed, ordinarily, within  
18 five work days and may contain up to 30 telephone numbers that the  
19 inmate is authorized to call. Calls may be made via debit or collect  
20 procedures, except as otherwise authorized by the Warden of the  
21 facility for good cause. The contractor shall ensure and document  
22 that any individual (United States residents only) placed on an  
23 inmate's telephone list receive notice that they have been placed on  
24 such a list. The contractor shall ensure that the individual is  
25 provided with the means to remove themselves from the list.

26 A telephone number for a victim or a witness, as identified on the  
27 Pre-Sentence Investigation Report or as otherwise verified by staff,  
28 or telephone numbers assigned to any BOP institution, office,  
29 component or any telephone number of a recently separated or current  
30 contract/BOP employee may not be placed on an inmate's telephone list  
31 without the Warden's express written permission.

32 The contractor shall allow each inmate the opportunity to update their  
33 telephone list no more than three times per month, except as otherwise  
34 authorized by the Warden of the facility for good cause.

35 If authorized to do so under applicable law, the contractor shall  
36 monitor and record inmate telephone conversations. The contractor  
37 shall provide notice to inmates of the potential for monitoring.  
38 However, the contractor shall also provide procedures at the facility  
39 for inmates to be able to place unmonitored telephone calls to their  
40 attorneys of record.

41 Telephone rates shall not exceed the dominant carrier residential  
42 tariff rate and shall conform to all applicable federal, state, and  
43 local telephone regulations.



1 Any income received by the contractor as a result of inmate telephone  
2 calls which is in excess of expenses incurred, to include  
3 refunds/rebates from carriers, shall offset the cost of this contract.  
4 The contractor shall provide the CO with copies of any contracts  
5 between the contractor and the inmate telephone system provider(s).  
6 The contractor shall provide the CO with all documentation in support  
7 of any agreement that the contractor has regarding income, refunds,  
8 rebates and other monetary or non-monetary reimbursements involving  
9 the inmate telephone system. The contractor shall also provide the CO  
10 and COR with copies of all invoices and other documentation of  
11 expenses incurred and income received in regards to the inmate  
12 telephone system with its monthly request for contract payment and  
13 apply the credit against the monthly payment. The CO and COR shall  
14 have total access to all telephone operation records.

## Attachment J-2

### EVALUATION TECHNIQUES FOR QUALITY ASSURANCE OF CONTRACTOR PERFORMANCE

**General:** In accordance with the "Consequences of Contractors Failure to Perform Required Services" clause, the Federal Bureau of Prisons (BOP) may choose to apply a program review inspection process to either assess the contractor's performance or determine the amount of payment, or both. The following is a description of the program review process.

Program Review is a system for inspecting performance, testing the adequacy of the internal quality controls and assessing risks for all program and administrative areas of contract performance.

The review guidelines will be based on the Contractor's Quality Control Program (QCP), the Statement of Work (SOW), professional guidelines referenced by the SOW, applicable BOP policy and any other appropriate measure within the contract's scope of work.

Contract requirements will be divided into various disciplines, each of which has a number of vital functions. Successful performance in a vital function is essential to successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Deductions will be based on these percentages applied to the overall monthly invoice.

The BOP may, consistent with the scope of contract performance requirement, unilaterally change the vital functions identified with the performance requirements summary. A minimum of 30 calendar days before the beginning of each evaluation period, the Contracting Officer will notify the contractor of any exchanges. If the contractor is not provided with the notification, the existing vital functions will continue in effect for the next evaluation period, unless the contractor agrees to accept the proposed changes.

The BOP reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

**Management Assessment:** Subsequent to award, the Contracting Officer (CO) will convene a meeting in which the BOP and the Contractor will cooperatively assess the contractor's QCP and the BOP's Quality Assurance Program (QAP). The assessment process is intended to facilitate the identification of strategic issues important to the quality assurance and quality control programs and a mutual understanding of these programs by BOP and contractor staff.



**Program Review Steps:** Review steps will utilize the findings of the contractor's QCP reports submitted by the contractor to the BOP, and direct observations, interviews, and analytical determinations.

Generally, program reviews will be of two types:

- A) **Systematic:** These reviews will be scheduled inspections focusing on a specific discipline. Inspections may be performed by on-site BOP monitors or by other parties designated by the CO as representatives of the BOP.
- B) **Ad-Hoc:** These reviews will be conducted as a result of special interests arising from routine monitoring of the contractor's QCP, an unusual occurrence pertaining to the contract or other BOP concerns. These reviews could utilize established program review steps or an entire different inspection approach.

**Program Review Findings:** At the conclusion of each review, a report, (Contract Facility Monitoring Report), will be written and an adjectival rating of contractor performance within each discipline will be assigned. The following grades will be used:

Superior	The program is performing all of its functions in an exceptional manner and has excellent internal quality controls. Deficiencies are limited in number and not serious in nature. Program performance exceeds expectations and demonstrates initiative and exceptional effort.
Good	The program is performing all of its vital functions and there are few deficient procedures within any function. Internal quality controls are such that there are limited procedural deficiencies. Overall performance is above an acceptable level.
Acceptable	This is the "baseline" for the rating system. The vital functions of the discipline are being adequately performed. Although numerous deficiencies may exist, they do not detract from the acceptable accomplishment of the vital functions. Internal quality controls are such that there are no performance breakdowns that would keep the program from continuing to accomplish its mission.
Deficient	One or more vital functions of the program is not being performed at an acceptable level. Internal quality controls are weak, thus allowing for serious deficiencies in one or more program areas.
At Risk	The program is impaired to the point that it is not presently accomplishing its overall mission. Internal quality controls are not sufficient to reasonably assure that acceptable performance can be expected in the future.

Grades below Acceptable may subject the contractor to deductions from the monthly invoice and appropriate administrative action as defined within the contract. The amount of any deduction taken, up to the maximum weight assigned within the Performance Requirements Summary, will be at the discretion of the CO.

**Attachment J-3**  
**PERFORMANCE REQUIREMENTS SUMMARY TABLE**

The purpose of this attachment is to:

- A. List each contract requirement and the vital functions essential to successful performance of each contract requirement.
- B. Summarize the vital functions.
- C. Specify the percentage of total contract value attributable to each contract requirement.

***PERFORMANCE REQUIREMENTS SUMMARY TABLE***

**CONTRACT REQUIREMENT:**      **ADMINISTRATION (QUALITY CONTROL) 10%**

Vital Function #1	The contractor's Quality Control Program serves to identify deficiencies in the quality of services throughout the entire scope of the contract and implements corrective action before the level of performance becomes deficient.
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**CONTRACT REQUIREMENT:**      **CORRECTIONAL PROGRAMS 10%**  
**(Unit/Case Management, Grievance Procedures)**

Vital Function #2	Inmates are appropriately classified and managed commensurate with security and custody requirements to promote institution and public safety.
Vital Function #3	Staff evaluate the needs of inmates and manage their program participation.
Vital Function #4	Staff are accessible and communicate effectively with inmates to promote positive institutional adjustment.
Vital Function #5	A program for inmate grievances exists which provides for the expression and resolution of inmate problems.



**CONTRACT REQUIREMENT: CORRECTIONAL SERVICES 20%**  
**(Security/Control/ Inmate Accountability/**  
**Computer Security and Information Systems)**

Vital Function #6	A safe and secure environment is provided for staff and inmates through effective communication of operational concerns. This includes verbal and written instructions, post orders, institution supplements, information dissemination, training and crisis prevention.
Vital Function #7	Intelligence information related to security concerns is gathered for dissemination to appropriate Contract and Federal Bureau of Prisons (BOP) staff.
Vital Function #8	An adequate security inspection system is provided to meet the needs of the institution.
Vital Function #9	An adequate level of emergency readiness is maintained to respond to institution emergencies.
Vital Function #10	Appropriate operational and security requirements applicable to all computer and information systems are maintained.

**CONTRACT REQUIREMENT: FOOD SERVICE 15%**

Vital Function #11	Policy, procedures, and practices are in place for a safe, secure, and sanitary environment.
Vital Function #12	Meals are nutritionally adequate, properly prepared and attractively served.
Vital Function #13	Policy, procedures, and essential resources are identified, developed, and managed to meet the operational needs of the Food Service Program.

**CONTRACT REQUIREMENT: HEALTH SERVICES****15%**

Vital Function #14	Open access to health care is provided for all inmates in an environment that is safe and secure.
Vital Function #15	Quality health care is provided utilizing qualified personnel and resources in accordance with applicable standards.
Vital Function #16	Health information data is recorded accurately, legibly, timely, and maintained in accordance with applicable BOP policy.
Vital Function #17	All inmates are screened for mental health, substance abuse, and other behavioral problems and receive appropriate intervention, treatment and programs to promote a healthy, safe, and secure environment.

**CONTRACT REQUIREMENT: HUMAN RESOURCES****10%**

Vital Function #18	Adequate staffing levels are maintained.
Vital Function #19	Staff resources are properly administered and managed.
Vital Function #20	All resources are managed to ensure training requirements and needs are provided.

**CONTRACT REQUIREMENT: INMATE SERVICES****15%****(Commissary/Laundry/Telephone/Trust Fund)**

Vital Function #21	Inmates are provided the privilege of an inmate telephone system and obtaining merchandise through the operation of a commissary. Effective security measures are in place to prevent misuse of the telephone system.
Vital Function #22	Inmate funds and property are properly maintained and accounted for during incarceration.
Vital Function #23	Clothing, linens, toiletries and laundry services are provided to inmates.



**(Education and Recreation Programs)**

Vital Function #24	The needs of the inmate population are evaluated and a wide range of programs provided that encourage purposeful participation and promote opportunities for self-improvement. Programs are accessible for the inmate population, program availability is communicated, and perpetual evaluation of program formulation, attendance, and productivity occur.
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**(Mail/Receiving and Discharge/Records)**

Vital Function #25	The institution provides inmate mail services, which include timely processing and accountability of funds, special mail, and general correspondence. Special care is given to the detection of contraband and prohibited acts.
Vital Function #26	Inmates are lawfully committed, processed, and discharged, in a safe and secure environment, with emphasis on the detection and elimination of contraband from their persons and property.
Vital Function #27	The appropriate execution, processing and verification of documents are performed to ensure the accurate and timely release of inmates.

**(Religious Services)**

Vital Function #28	Impartial religious leadership is provided through resources and programs to accommodate the free exercise of religion and diverse needs of inmates.
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**CONTRACT REQUIREMENT:    SAFETY AND ENVIRONMENTAL                      5%**  
**HEALTH/ FACILITIES**

Vital Function #29	All facilities are safely operated and maintained in accordance with applicable laws, codes, and regulations.
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